

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Assigned Dist. J. Crotty

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CORBIS CORPORATION, a Nevada Corporation,

Index No.: 07 CV 11391

Plaintiff,

ANSWER

v.

COMMVERGE MARKETING LLC, a Connecticut
Corporation,

Defendants.

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Defendant, **COMMVERGE MARKETING, LLC**, by and through its attorneys,
PENINO & MOYNIHAN, LLP as and for its Answer to the Complaint herein, sets forth
the following:

1. Denies knowledge or information sufficient to form a belief as to the truth
of the allegations set forth in paragraphs “1”, “5”, “7”, “8”, “9” “10”, “11”, “15” and “16”
of the complaint.

2. Denies knowledge or information sufficient to form a belief as to the truth
of the allegations set forth in paragraphs “2”, “12” and “18” of the complaint and
respectfully refers all questions of law and ultimate fact to the trial court during the course
of trial.

3. Denies the allegations contained in paragraphs “3” and “4” of the complaint
and respectfully refers all questions of law and ultimate fact to the trial court during the
course of trial.

4. Denies the allegations contained in paragraphs “13”, “14” and “17” of the complaint.

**AS AND FOR AN ANSWER
TO THE FIRST CAUSE OF ACTION**

5. Repeats and reiterates the answers to each and every allegation contained in paragraphs “1” through “18” of the complaint as if more fully set forth at length herein.

6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “20” of the complaint.

7. Denies the allegations contained in paragraphs “21”, “22”, “23”, and “24” of the complaint.

**AS AND FOR AN ANSWER
TO THE SECOND CAUSE OF ACTION**

8. Repeats and reiterates the answers to each and every allegation contained in paragraphs “1” through “25” of the complaint as if more fully set forth at length herein.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs “26” of the complaint.

10. Denies the allegations contained in paragraphs “27”, “28”, “29”, “30” and “31” of the complaint

11. Denies the allegations contained in paragraphs “1”, “2”, “3”, “4”, “5” and “6” of the Wherefore Clause of the Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

12. Defendants fail to state a claim upon which relief may be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

13. Defendants are excused by the doctrine of fair use.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

14. Defendants are excused by the doctrines of incidental or de minimis use.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

15. That the Court lacks jurisdiction by reason of the defendant's failure to have minimum contacts with the State of New York.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

16. Plaintiffs have failed to take the necessary measures to mitigate the damages complained of herein.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

17. That one or more of the causes of actions are time barred pursuant to the applicable Statute of Limitations.

WHEREFORE, the defendant, **COMMVERGE MARKETING, LLC**, demands judgment dismissing the Complaint herein as to said defendant.

DATED: White Plains, New York
January 28, 2008

Yours, etc.,

PENINO & MOYNIHAN, LLP

BY: /s/ _____
STEPHEN J. PENINO (SJP-5704)
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TO: FENWICK & WEST, LLP.
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